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**BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF UTAH**

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UTAH INSURANCE DEPARTMENT,  Complainant,  v.  FIRST AMERICAN TITLE INSURANCE COMPANY, EIN 95-2566122; NAIC 50814, 1 First American Way Santa Ana, CA 92707,  Respondent.	<b>AMENDED STIPULATION AND ORDER</b>  Docket No. 2014-113 PC  Enf. Case No. 3547  Judge Mark E. Kleinfeld Administrative Law Judge
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**STIPULATION**

The Utah Insurance Department ("Department"), by and through Counsel Gary D. Josephson, Assistant Attorney General, and First American Title Company hereby stipulate and agree as follows:

1. Respondent is a non-resident active title insurance company, EIN 95-2566122 and NAIC 50814. Respondent's business address is 1 First American Way, Santana Ana, California 92707.
2. The Department has jurisdiction over the parties and subject matter of this administrative

action.

3. Respondent acknowledges notice of agency action pursuant to Utah Code § 63G-4-210; acknowledges that this Stipulation and Order is an informal proceeding pursuant to Utah Code § 63G-4-202; and irrevocably waives the right to any hearing, review or appeal concerning this matter.

4. The parties agree to the Findings of Fact and Conclusions of Law listed below; however, Respondent does not admit to any liability arising out of the Findings of Fact and Conclusions of Law.

5. This signed Stipulation and the signed and adopted Order by both the Insurance Commissioner and the Title and Escrow Commission, along with Findings of Fact and Conclusions of Law, shall not be subject to any reconsideration, renegotiation, modification, hearing or agency review or appeal.

6. The parties agree that if, in the future, there are changes to applicable insurance laws or rules concerning access to real property information through software accounts, Respondent is not permanently barred from providing real property information through the “myFirstAm” software app, to the extent that the app fully complies with the then existing and applicable insurance laws and rules.

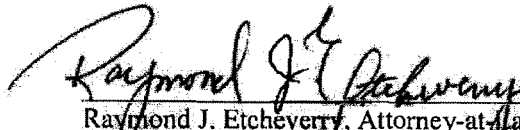
7. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.

8. The only promises, agreements and understandings that the parties have regarding this matter are contained in this Stipulation.

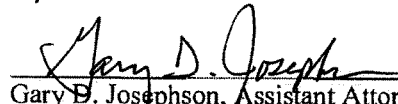
9. Respondent enters into this Stipulation voluntarily, knowingly, and free from any coercion of any kind.

10. The persons signing this Stipulation on behalf of the named parties hereby affirm that they are authorized to sign and bind the parties.

Dated this 6<sup>TH</sup> day of April, 2015.

  
Raymond J. Etcheverry, Attorney-at-Law, Representing  
FIRST AMERICAN TITLE INSURANCE COMPANY

Dated this 6<sup>th</sup> day of April, 2015.

  
Gary D. Josephson, Assistant Attorney General  
UTAH INSURANCE DEPARTMENT

Based upon the foregoing Stipulation and Department file, the Administrative Law Judge makes the following Findings of Fact:

**FINDINGS OF FACT**

1. Based on multiple complaints concerning Respondent's "myFirstAm" software app, an investigation was commenced by the Department.
2. Based on the investigation, the Department determined that the "myFirstAm" app had been downloaded over 31,000 times, and had been marketed and promoted in Utah to various groups on at least 38 occasions.
3. Based on the investigation, it was determined that the "myFirstAm" software app had been promoted and provided to Utah clients, which included attorneys, developers, lenders,

mortgage brokers, real estate agents and real estate brokers, to allow them to access real property information, which included comprehensive property data, parcel and tract information, sale information, tax information, recorded documents, sales comparables, property profiles and transaction histories, that Respondent paid for, developed, or paid to maintain for uses other than escrow closings.

4. On October 22, 2014, Respondent agreed to an administrative forfeiture of \$55,000.00; however, under this Amended Stipulation and Order, the Department has reduced the forfeiture amount to \$32,500.00. Also, except for real property information that is directly related to and used for a specific closing, Respondent has agreed that, as of the date of entering into this Stipulation and Order, it will discontinue providing clients access to real property information through the "myFirstAm" software app in Utah.

Based upon the foregoing Stipulation and Findings of Fact, the Administrative Law Judge enters the following Conclusions of Law:

#### **CONCLUSIONS OF LAW**

1. Utah Admin. Code R592-6-3 defines "client" as follows:

(A)ny person, or group, who influences, or who may influence, the placement of title insurance business, or who is engaged in a business or profession or occupation of buying or selling interest in real property. Client includes real estate agents, real estate brokers, mortgage brokers, lending or financial institutions, builders, developers, sub-dividers, attorneys, consumers, escrow companies, and the employees, agents, representatives, solicitors and groups or associations of any of the foregoing.

Also, Utah Adm. Code R492-6-4 addresses unfair methods of competition, and sub-paragraph (20) includes the following prohibition:

A title insurer, agency title insurance producer or individual title insurance producer cannot provide a client access to any software accounts that are utilized to access real property information that the insurer, agency title producer or individual title insurance producer pays for, develops, or pays to maintain. Closing software is exempt as long as it is used for a specific closing.

2. Respondent violated the above referenced Utah insurance laws by promoting and providing clients, which included attorneys, developers, lenders, mortgage brokers, real estate agents and real estate brokers, access to real property information through the “myFirstAm” software app, which information included property data, parcel and tract information, sale information, tax information, recorded documents, sales comparables, property profiles and transaction histories,

3. The proposed administrative forfeiture of \$32,500.00 is appropriate in this matter.

#### **RECOMMENDED ORDER**

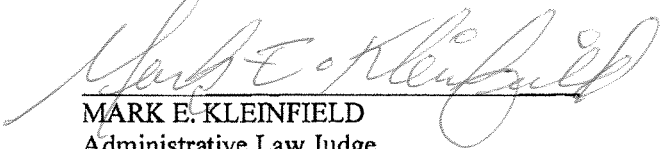
IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:

1. Respondent, First American Title Insurance Company is assessed an administrative forfeiture in the amount of \$32,500.00 to be paid to the Department within 30 days of the fully signed Order.

2. Under current, applicable Utah Insurance laws, except for real property information that is directly related to and used for a specific closing, Respondent is barred from promoting or providing real property information through its “myFirstAm” software app in Utah.

DATED this 6<sup>th</sup> day of April, 2015.

TODD E. KISER  
Insurance Commissioner

  
MARK E. KLEINFELD  
Administrative Law Judge  
Utah Insurance Department

**ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY**

By a vote of 4 to 0, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the Administrative Law Judge and imposes the penalty recommended above.

DATED this 13 day of APRIL, 2015.

  
JEFFREY D. WIENER, Chairman  
Title and Escrow Commission

**NOTIFICATION TO RESPONDENT**

You are hereby notified that a failure to obey an Order of the Commissioner may subject you to further penalties, including forfeitures of up to \$5,000 per violation and the suspension or revocation of your license and the filing of an action in district court, which may impose forfeitures of up to \$10,000 per day for continued violation.

You are further notified that other jurisdictions in which you may be licensed may require that you report this action to them.

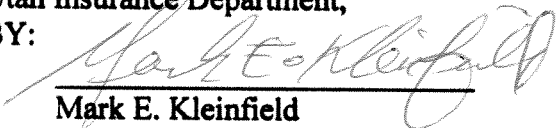
**COMMISSIONER CONCURRENCE**

**WITH COMMISSION IMPOSED PENALTIES**

The Commissioner of the Utah Insurance Department hereby concurs with the above and forgoing Utah Title and Escrow Commission imposed penalties in the present adjudicative proceedings.

Dated this 13 day of April, 2015.

TODD E. KISER,  
Commissioner,  
Utah Insurance Department,  
BY:

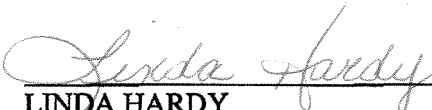
  
Mark E. Kleinfield  
Administrative Law Judge

**CERTIFICATE OF MAILING**

The undersigned hereby certifies that on this date, a true and correct copy of the  
**AMENDED STIPULATION AND ORDER** was mailed, postage prepaid, to the following:

RAYMOND J. ETCHEVERRY, ATTORNEY-AT-LAW  
PARSONS BEHLE AND LATIMER  
201 SOUTH MAIN STREET, SUITE 1800  
SALT LAKE CITY, UTAH 84111

Dated this 13<sup>th</sup> day of April, 2015.

  
LINDA HARDY  
UTAH INSURANCE DEPARTMENT  
STATE OFFICE BUILDING, ROOM 3110  
SALT LAKE CITY, UT 84114-6901





## State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

# Insurance Department

## UTAH Invoice - Original

JAMES O. NELSON  
FIRST AMERICAN TITLE INSURANCE COMPANY  
1 FIRST AMERICAN WAY  
SANTA ANA CA 92707-5913

Printed Date: April 14, 2015  
Invoice Date: April 14, 2015  
Balance Due: \$32,500.00  
Due Date: May 19, 2015  
Invoice ID: 760011  
Payor ID: 340

Date	Item Description	Amount
04-14-2015	Monetary Penalty Company	\$32,500.00

E-Case 3547 Docket# 2014-113 PC

Replaces invoice 759920

No Adjustments

No Payments

**Balance Amount Due \$32,500.00**

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## UTAH Invoice - Original

Make check payable to: Utah Insurance Department  
Send payment to:

Utah Insurance Department  
3110 State Office Building  
Salt Lake City, UT 84114-6901

Invoice Date: April 14, 2015  
Balance Due: \$32,500.00  
Due Date: May 19, 2015  
Invoice ID: 760011  
Payor ID: 340

E-Case 3547 Docket# 2014-113 PC

Replaces invoice 759920

Detach and Return this Voucher with Payment  
Payments Will Not Be Processed without Voucher